

# DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

FILE:

B-220317

DATE: October 1, 1985

MATTER OF:

Edsal Machine Products, Inc.

## DIGEST:

A bid submitted in response to a total small business set-aside that failed to indicate the bidder's intention to furnish supplies manufactured by small business firms was properly rejected as nonresponsive because the bidder would be free to furnish supplies manufactured by large business firms and thus defeat the purpose of the set-aside. The bidder's blanket statement in its bid that it would comply with all terms and conditions of the IFB does not make the bid responsive.

Edsal Machine Products, Inc. protests the rejection of its bid as nonresponsive by the Department of the Army under invitation for bids (IFB) No. DAAK01-85-B-8069, a total small business set-aside for the purchase of camouflage support poles. Edsal contends that its failure to certify, in the Small Business Concern Representation clause, that all supplies to be furnished under the contract would be manufactured or produced by small business concerns was not a proper basis for a finding of nonresponsiveness, since Edsal had clearly stated in an amendment to the IFB that "all other terms and conditions of the bid package will be met." We dismiss the protest.

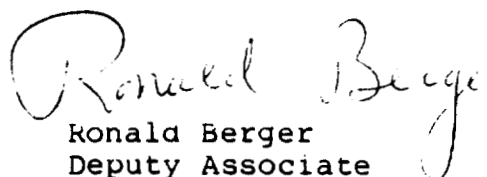
The Small Business Concern Representation clause requires that the bidder certify that it is, or is not, a small business concern and that all, or not all, supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. See Federal Acquisition Regulation (FAR), 48 C.F.R. § 52.219-1 (1984). We have held that the failure of a bidder to complete the small business size status portion of the representation is a minor informality that can be corrected or waived. Extinguisher Service, Inc., B-214354, June 14, 1984, 84-1 CPD ¶ 629. We have also

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held, however, that the second portion of the representation, requiring the bidder to certify whether or not the supplies will be produced by small business firms, involves a matter of responsiveness. Mechanical Mirror Works, Inc., B-210750.2, Oct. 20, 1983, 83-2 CPD ¶ 467. The basis for that holding is that, in the absence of the certification, the small business contractor could defeat the purpose of the set-aside program by providing supplies manufactured by large business firms if its own interests so dictated. See DuHadaway Tool and Die Shop, Inc., B-216082, Aug. 29, 1984, 84-2 CPD ¶ 239.

Edsal's blanket statement in the IFB amendment that the supplies would conform to all terms and conditions does not cure the nonresponsiveness of Edsal's bid that resulted from its failure to complete the certification. See Interface Flooring Systems, Inc., B-206399 et al., Apr. 22, 1983, 83-1 CPD ¶ 432. In order to be responsive, a bid must represent an unequivocal offer to provide the requested items in conformance with the solicitation's material terms. Beta Construction Co., B-216176, Dec. 11, 1984, 84-2 CPD ¶ 648. Where, as here, a bidder fails to make a specific commitment in a clause intended for that purpose, a mere blanket statement of compliance does not establish the required unequivocal commitment, but at best renders the bid ambiguous. Moreover, since the responsiveness of a bid must be determined from the bid itself without resort to explanations given after bid opening, Edsal's post-opening expression of its intent to produce all supplies itself cannot be considered in connection with the responsiveness determination. ATD-American Co., B-217290, Jan. 23, 1985, 85-1 CPD ¶ 91.

The protest is dismissed.

  
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General Counsel